Standard Terms and Conditions

INSTALLATION and DAYWORKS

Access to the premises will be required during the course of the installation. Work will be carried out during normal working hours. Whilst we will make every reasonable effort to work with you or others, any interruptions or delays caused by you, your staff, customers or others resulting in our engineers been required to return to the property to carry out works outside the agreed installation period will result in additional charges being levied at the Company's prevailing standard contracted rates.

The installation date is the date mutually agreed by the parties for the installation of the equipment. If we cannot install any part of the equipment, because of circumstances we are not responsible for, the uninstalled equipment or components will either be passed to the customer, an appointed agent of the customer or left on site. Any items left with the customer, agent or on site remains entirely at the sole risk of the customer. The customer must make arrangements to enable the Company to complete the installation. The re-attendance of a Company engineer will be chargeable at the companies prevailing rates. The customer may not under any circumstances instruct a third party contractor to complete the installation, to do so would result in an immediate invalidation of the warranty provided by this agreement. In any event the warranty period for the installation (inclusive of any equipment/components uninstalled) commences from the issue of the practical completion certificate by the Company.

Where the quotation is based on re-using existing cabling we have assumed all existing cables are complete, free from damage and suitable for the technology that is being installed. Should however any of cabling prove to be faulty or unusable you will be notified and recommendations will be made. The company reserves the right to charge for any remedial or cable extension works. Please also note that any new cables would be surface mounted and would be subject to a suitable route, being found. In the event you require us to proceed with the installation contrary to any rewiring recommendations please note that the warranty provided will be limited to the equipment and installation provided, excluding all faults resulting from the defective cabling.

Where a budget quotation has been provided, the premises will be surveyed prior to installation by our engineering supervisory staff. Any essential deviation, incurring additional expense, will be notified to the Customer and/or its agent before commencing work.

Installation will be carried out with specialist labour and high quality materials, in line with current legislation and European Standards.

Where applicable, the Company's quotation is based upon surface wiring, or within containment provided by others.

Subject to specific written instructions, the Company is prepared to install cable within chases provided by others. Suitable cable routes must be provided where cable is to be installed within stud partitions, under carpet or below floor boarding.

Unless otherwise stated in writing, the Company's work does not include the provision of the following:

1. 230 VAC mains supply points.
2. Building work.
3. Making good to decorations following cable installations (Surface or within chases).
4. Lifting of carpets and/or floor boarding.
5. The provision of: - Conduit, Cable Trays, Ducts, Trunking.

Suitable draw wires should be provided.

Any repair/replacement of cable found to have been lost or damaged by others will be subject to additional cost.
The Company will advise the Customer of the cost of repair/replacement prior to carrying out the work.

The Company will at all times ensure that when leaving site, all equipment and materials are safely stored.

Where there is an existing system owned by the Client or any other 3rd party, a charge will be levied for the transfer and disposal of equipment if this service is required. Where the Company is responsible for the disposal of any materials these will be disposed of in accordance with WEEE/Hazardous waste regulations

VIDEO ENTRANCE PANELS

For optimum quality television pictures, we ask clients to note that CCTV cameras obey the normal rules of photography - e.g. if a subject is illuminated from behind (by the sun or other means), it is probable that only a silhouette will be observed on the monitor(s); thus it is very important that the location of the entrance panel is selected carefully, so that sufficiently high level of light is always provided to ensure the best results. The illumination level should at least serve to highlight visitors' faces when in fairly close proximity to the entrance panel.

CCTV EQUIPMENT

On completion of the installation of CCTV Equipment we will supply the Customer with the manufacturer's user manual, we will also provide some basic training to Customer, their Agent and appointed operative(s). In the event of a change in the Customers personnel/operative(s) or for any other reason, should additional training be required this can be arranged at our charges prevailing at the time.

DOUBLE DOORS

If there are double doors at the main entrance, one of the leaves must be bolted.

ELECTRIC DOOR RELEASES

Our standard electric door releases allowed for in our quotation are suitable for night latch type locks (e.g. Yale, Chubb 3R35X) fitted to timber frame doors. If the doors are to be of metal construction, please advise us of the manufacturers so that we may liaise with them regarding the fitting of our mechanism. If you would provide us with detailed drawings of the main entrance doors, we shall be

pleased to recommend a suitable lock. We may be required to use a special door release which would incur extra costs.

LOCKS

Unless specified in the quotation, our price for the door entry system does not allow for the provision of a lock. Prices and further details on request.

POWER SUPPLY

The Customer must provide and maintain a dedicated 240 volt AC unswitched power supply to each part of the system and sound electrical earthing connections where it is required for us to carry out the services. The power supply must be installed by an approved electrician to the relevant legislation and or regulations and must be safe. The Company will not accept any liability resulting from non-compliant or a defective power supply

The Company shall not be held responsible for any unavoidable delay in the execution of orders.

LOSS OF EQUIPMENT

Whilst the Company holds itself fully responsible for the safekeeping on-site of its tools and the Equipment prior to installation, the Company will hold the Subscriber and/or its Main Contractor liable for any loss of or damage to the Equipment (or any part thereof) on site once the Company's cables have been drawn and/or the Equipment is fixed in situ and accordingly the Customer will indemnify the Company in full against all claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever in respect of any such loss or damage. The Company regrets the need for this requirement, but being on-site for only a limited period, the Company has no control over circumstances in its absence. In the Company's experience, site security varies so extensively that the Company cannot take viable precautions against such losses.

WARRANTIES, LIABILITY AND INDEMNITIES

1. The Company warrants that it will use reasonable care and skill in performing the Contract **[**and to a standard which conforms to generally accepted industry standards and practices**]**.
2. Except in the case of death or personal injury caused by the negligence of the Company or its employees, the Company's liability under or in connection with this Contract whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the Contract Price paid to the Company under this Contract.
3. Both the Company and Customer acknowledges that, in entering into this Contract, it does not do so in reliance on any representation, warranty or other provision except as expressly provided in this Contract, and any conditions, warranties or other terms implied by statute or common law are excluded from this agreement to the fullest extent permitted by law. Nothing in this Contract excludes liability for fraud.

TERMS OF PAYMENT (SUBJECT TO SATISFACTORY CREDIT CHECK)

Outright Purchase:

Initial deposit of 50% (or other agreed value) is required on acceptance of our quotation (Must be before installation commences). Depending on value of contract the balance of the contract value will be subject to 'payment applications' during the installation programme and or a final invoice on completion. Payment is due within 14 days of application or invoice.

Contract Rental and Maintenance:

Invoices for annual Rental and Maintenance contracts are due for payment on the 'due' date as stated in the contract. For all contracts the due date will be the 1st day of the service period covered by the relevant invoice. We aim to raise and issue invoices a minimum of 30 days before the due date.

RETENTION OF TITLE – Outright Purchase

Ownership of all equipment shall remain with the Company as suppliers until payment has been settled in full. Until such time, any possession of the equipment by the Customer shall be as bailee and agent for us. Should the Customer fail to meet payment within 60 days from submission of invoice, we shall be entitled to recover said equipment after 7 days' notice (which shall be deemed to have been validly given if sent by Recorded Delivery letter to the last address known to us) at any time thereafter. In doing so, we shall take all reasonable precautions against damage to the premises, but we shall not be responsible for any damage, however caused, nor for any claim or loss resulting from the removal of said equipment. In taking such action, we shall not have waived any other rights or claims for breach of contract, damages, loss of profit or otherwise arising from failure to make due payment.

DEFECTIVE WORK – Outright Purchase

All installations of the Equipment will be carried out in all respects by specialist labour and appropriate materials. Should an installation prove to be defective because of poor work or poor materials, it will be remedied forthwith, provided that the defect is notified in writing within 28 days of the installation being completed and provided that the payment terms have been met.
Interphone Ltd shall in no circumstances be held responsible for any consequential loss no matter how arising from any act or omission on its part or any defect in the equipment or any breach of the contract. In any event, the limit of any liability shall be the amount paid and received by Interphone for the installation.

WARRANTY

The Company warrants that:

(a) it will install the Equipment using reasonable skill and care;
(b) it has good title to the Equipment; and

(c) the Equipment will be free from defects caused by its improper installation by the Company for a period of (12 months) from the date of installation (the "Warranty Period").

2. If the Company receives written notice from you of any breach of the warranty set out in clause 1(c) then the Company shall at its own expense and within a reasonable time after receiving such notice, at its option, reinstall, repair or replace the Equipment or such parts of it as are defective or otherwise remedy such defect, provided that the Company shall have no liability or obligations under the said warranty unless it shall have received written notice of the defect in question no later than the expiry of the Warranty Period. The legal and beneficial title of the Equipment or any defective parts shall pass to the Company upon the replacement of the Equipment or such defective parts (as the case may be), whereupon the legal and beneficial ownership of the replacement Equipment or parts shall vest in you.

3. The Company shall have no liability or obligations under the warranty set out in clause 1(c) other than to remedy breaches thereof by the provision of materials and services within a reasonable time and without charge to you, save that if the Company shall fail to comply with such obligations within a reasonable time, it shall be liable in damages to you provided that its liability for such failure shall be limited to a sum equal to the price paid by you to the Company for the Equipment. The foregoing states the entire liability of the Company, whether in contract, tort (including negligence) or otherwise for defects in the Equipment arising from its improper installation notified to it by you during the Warranty Period other than liability assumed under clause 1.6.

4. The warranty set out in clause 1(c) is conditional upon the following: the Company shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, the failure or irregularity of the power supply, failure to follow the Company's instructions (whether oral or in writing), accident, neglect, misuse, alteration or any attempt by any person other than the Company's employees or agents to adjust, repair or maintain the Equipment.

PRICES

All prices hold firm for **SIXTY** days from date of our quotation. Works carried out beyond this date will be subject to price increments relevant at that time.

NON-PERFORMANCE

In the event the Customer withdraws from an Order after receipt of a signed Order Confirmation but prior to the Company carrying out an installation for any reason other than the fault of the Company.

a) The Customer undertakes to indemnify the Company for a sum equivalent to the greater of £150 or 5% of the total out-right purchase price to cover consultancy and other related administrative expenses incurred by the Company directly or indirectly as a result of the Customer’s withdrawal from the Order.

b) In addition where the Company has placed an order for specific products and equipment in respect of the works the Customer will be liable for all cancellation charges (including in particular the direct cost of all materials purchased and labour contracted specifically for the relevant job), delivery, transit or any other associated costs levied by the supplier(s)

MAINTENANCE

All rental prices include the provision of comprehensive maintenance (unless otherwise stated). Outright purchase prices do not include maintenance (except for the first year's warranty), which can be provided by way of an annual maintenance contract or on a call-out basis. Further details are available upon request.

RENTAL and MAINTENANCE CONTRACT TERMS

Please refer to contract

N.B. In line with current legislation, we can ONLY offer a system on a rental basis if the Rental Agreement is signed in the name of a Limited or Public Limited Company, and NOT an individual.

No Set-Off

ALL sums payable under this Contract shall be paid in full without any deductions or withholding or set-off.

Recycling Service on New Installations and Upgrades

We take our role as a responsible retailer very seriously, that is why we are supporting the WEEE (Waste Electrical and Electronic Equipment) directive from the government and doing our bit to help care for the environment.

Interphone Limited can help you dispose of your old equipment in an environmentally friendly manner by taking away your old equipment when we deliver and install your new one.

We will make sure your old equipment is recycled in accordance with the WEEE directive.

WEEE Regulations and Recycling

- The Waste Electrical and Electronic Equipment (WEEE) Directive is now UK law. The legislation aims to make producers pay for the collection, treatment and recovery of waste electrical equipment. The regulations also means that retailers of equipment must allow consumers to return their waste for recycling.

- Much of the UK's WEEE ends up in landfills, where the leaks and other toxins it contains can cause soil and water contamination. This is harmful to natural habitat, wildlife and also human health

- Many electrical items that we throw away can be repaired or recycled. Recycling items help so save our natural finite resources and also reduces the environmental and health risks associated with sending electrical goods to landfills.

- Under the WEEE Regulations, all new electrical goods should now be marked with the crossed-out wheeled bin symbol. Goods are marked with this symbol to show that they were produced after 13 August 2005, and should be disposed of separately from normal household waste so that they can be recycled.

- Interphone Limited are doing their bit under the regulation to offer our customers take-back of their WEEE on a like-for like basis when you buy from us a new Electrical or Electronic product, by taking away your old appliance when we deliver your new one.

The following items of Video Door Entry and CCTV equipment are considered to be WEEE or Hazardous waste.

- Camera shields (Hazardous)
- Video Players Multiplexers (Hazardous)
- Monitors and flat Screens (WEEE)
- Video Door entry monitors with LED/LCD screens/monitors (Not CRT) (WEE)

If this quotation is to replace the equipment detailed above and it was manufactured after the 13th August 2005, we will remove and dispose of the equipment on a free of charge basis if it was installed under a rental contract with us. If however, you own the equipment, we will provide separate costs in our quotation for recycling. Please mark the enclosed order confirmation to show whether you would like us to arrange recycling on your behalf or whether you intend to make your own arrangements.

WEE and Hazardous waste recycling costs **per unit**

- Camera Shields (Camera to be removed – Hazardous) £12.00
- Video players multiplexer (Hazardous) £ 5.00
- Monitors and flat screens £12.00
- D/Entry system with LED/LCD screen/monitor £ 6.00
- Hazardous waste documentation charge £10.00 per site

HEALTH AND SAFETY

We have a duty of care to protect our staff from risks to their health and safety. We therefore ask that you let us know if there are significant hazards or risks including asbestos that are associated with the scope of work being undertaken. Delete the appropriate section on our order confirmation to indicate the current situation. If you have indicated that there are Health and Safety risks, including asbestos, please provide further information and a copy of the asbestos register, if appropriate. We will be unable to commence work until this information has been received.